

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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|---------------------------------|---|------------------------|
| MEAUX SURFACE PROTECTION, INC., | § | |
| <i>Plaintiff,</i> | § | |
| | § | |
| vs. | § | CIVIL ACTION H-07-0585 |
| | § | |
| MIKE FOGLEMAN, <i>ET. AL.</i> , | § | |
| <i>Defendants.</i> | § | |

ORDER

This business dispute is before the court on defendant CleanBlast LLC's motion to quash third party subpoenas (Dkt. 38).¹ CleanBlast objects to the twelve subpoenas because they purportedly seek confidential business information and because they are not limited in time to documents dated before December 5, 2006.²

Plaintiff Meaux Surface Protection, Inc. (Meaux) has sued individual defendants Mike Fogleman and Charlie Kortla and their company CleanBlast LLC for breach of fiduciary duties, breach of contract, and tortious interference. Fogleman formed CleanBlast LLC in July 2006. Fogleman quit his job as President of Meaux on December 4, 2006. Kortla quit his job as an office worker for Meaux on December 5, 2006. According to Meaux, CleanBlast began directly competing with Meaux by January 2007.

It is Meaux's position in this lawsuit that Fogleman and Kortla began working on behalf of CleanBlast prior to leaving their employment with Meaux. The subpoenas at issue

¹ Cleanblast's prior motion to quash filed December 11, 2007 (Dkt. 36) is subsumed in and superseded by the current motion filed January 9, 2008, and thus is denied as moot.

² The third-party recipients of the subpoenas have not filed motions to quash.

are directed to insurance companies, and equipment, transportation, or supply companies Meaux believes have conducted business with CleanBlast. Meaux seeks information from the subpoenaed entities to determine when they began working with Fogleman, Kortla, or CleanBlast.


CleanBlast's objections to the subpoenas are overruled. First, Meaux represents, and CleanBlast does not deny, that the parties have entered a confidentiality agreement limiting the distribution and use of any confidential information. To the extent any confidential documents are produced by the third parties,³ they may be made subject to that agreement.⁴ Second, documents dated post-December 5, 2006 may be relevant to business dealings that began prior to that date. Because CleanBlast was not created until July 2006, the requests do not cover a lengthy period of time.

It is therefore ORDERED that CleanBlast's motion to quash (Dkt. 38) is denied.

³ CleanBlast has made only a conclusory assertion that the subpoenas seek confidential business information. If CleanBlast determines in good faith that specific documents are entitled to more protection than afforded by the parties' current agreement, and the parties are unable to resolve the issue, it may seek further protection from the court.

⁴ All documents filed under seal, whether pursuant to a protective order or otherwise, must be accompanied by (a) a motion for leave to file under seal, or (b) a reference to the docket number of the court's order authorizing sealing of the document(s) at issue. All motions to seal must satisfy the standard for limiting public access to judicial records articulated in *SEC v. Van Waeyenberghe*, 990 F.2d 845 (5th Cir. 1993). Sealing agreements between the parties, even if incorporated into a protective order, do not bind the court. The court may order unsealed, in whole or in part, any document improperly filed under seal.

Signed at Houston, Texas on February 12, 2008.



Stephen Wm Smith
United States Magistrate Judge